



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Master Agreement for Wastewater Flow Monitoring Study with V & A, of Oakland (\$40,000); Approving Task Order; and Appropriating Funds (\$23,000)

MEETING DATE: November 19, 2008

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to execute a Master Agreement and task order for the Wastewater Flow Monitoring Study with V & A, of Oakland, in the amount of \$40,000 and appropriating funds (\$23,000) as shown below.

BACKGROUND INFORMATION: The City Council adopted Resolution No. 2007-217 approving the Work Plan and Schedule for the City's Sewer System Management Plan (SSMP) at the November 7, 2007 Council Meeting. The SSMP is required by the State Water Resources Control Board to facilitate proper funding and management of sanitary sewer systems statewide. Compliance with the state's requirements is also a provision of the City's discharge permit for the White Slough Water Pollution Control Facility adopted in September 2007.

The SSMP is comprised of 11 elements. One of the elements of the SSMP is the System Capacity Assurance Plan (SCAP). The SCAP is a master planning tool that assures hydraulic capacity is provided within key wastewater system elements under dry and wet weather peak flow conditions. A computer model of the City's wastewater collection system is being assembled by Engineering staff. The computer model will be used to identify deficiencies in the existing wastewater collection system and to model future wastewater system expansions to serve proposed developments within the General Plan area. Improvements to the collection system identified in the SCAP will be implemented through the capital improvement program.

One of the key steps in building a computer model is calibrating it with existing wastewater flow conditions. Under the task order (Exhibit A), the consultant will collect wastewater flow data from six strategic locations in the City for the dry weather/wet weather wastewater flow conditions, analyze the collected data, and present the data in a written report.

The City received Proposals for the Wastewater Monitoring Flow Study from the following consultants: ADS Environmental Service (San Diego), E2 Consulting Engineers, Inc. (Emeryville), and V & A (Oakland). The Proposals were reviewed and ranked based on the consultant's understanding of the project, experience, and qualifying experience presented in the proposals. Staff unanimously selected V & A as the most qualified consultant for the study.

Staff recommends that the Council authorize the City Manager to execute a Master Agreement and task order with V & A in the amount of \$40,000. \$23,000 has been budgeted in the Wastewater Impact Fee

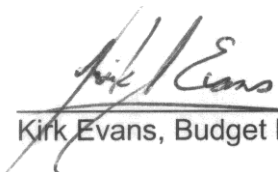
APPROVED:

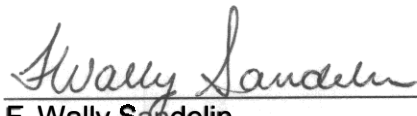

Blair King, City Manager

fund and staff recommends appropriating \$23,000 from the Wastewater Capital Fund to cover the total project cost of \$46,000, which includes the task order and associated staff costs.

FISCAL IMPACT: No fiscal impact to the City is anticipated for this study, however, upon completion of the sewer model, future maintenance requirements will be more easily anticipated.

FUNDING AVAILABLE: Requested Appropriation: Wastewater Capital (171) \$23,000
\$23,000 is appropriated in the FY 08/09 budget for this project in the Wastewater Impact Fees fund (173050).


Kirk Evans, Budget Manager


F. Wallv Sandelin
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer

FWS/LC/pmf

Attachment

cc: City Attorney
Purchasing Officer
Water Services Manager

MASTER PROFESSIONAL SERVICES AGREEMENT

Wastewater Flow Monitoring Study for the City of Lodi

This Master Professional Services Agreement (hereinafter "Agreement") is made and entered into by and between the City of Lodi, a municipal corporation (hereinafter "CITY") and V & A Consulting Engineers, Inc., a California corporation/sole proprietor firm/partnership (hereinafter "CONSULTANT").

RECITALS

- A. CONSULTANT services are needed for the Wastewater Flow Monitoring Study for the City of Lodi.
- B. After negotiations between CITY and CONSULTANT, the parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement. On November 19, 2008, the City Council, by Resolution, authorized the City Manager to execute this Agreement with CONSULTANT.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

SCOPE OF SERVICES. CONSULTANT shall perform the services as may be described in subsequent Task Orders which the parties agree are to be made a part hereof by this reference. The services shall be performed by, or under the direct supervision of, CONSULTANT'S Authorized Representative: Kevin Krajewski, P.E. CONSULTANT shall not replace its Authorized Representative, nor shall CONSULTANT replace any of the personnel listed in the specific Task Order(s), nor shall CONSULTANT use any subcontractors or sub-consultants, without the prior written consent of CITY.

- 2. **TIME OF PERFORMANCE.** Time is of the essence in the performance of services under this Agreement and Task Orders and the timing requirements set forth therein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. The CONSULTANT is not responsible for delays caused by factors beyond the CONSULTANT'S reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of the CONSULTANT'S services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond the CONSULTANT'S reasonable control occur, the Client agrees the CONSULTANT is not responsible for damages, nor shall the CONSULTANT be deemed to be in default of this Agreement. CONSULTANT shall commence performance, and shall complete all required services no later than the dates set forth in each Task Order. CONSULTANT shall submit all requests for extensions of time to CITY in writing no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

3. **INDEPENDENT CONTRACTOR STATUS.** CONSULTANT is an independent contractor and is solely responsible for all acts of its employees, including any negligent acts or omissions. CONSULTANT is not CITY'S employee and CONSULTANT shall have no authority, expressed or implied, to act on behalf of CITY as an agent, or to bind CITY to any obligation whatsoever, unless CITY provides prior written authorization to CONSULTANT.
4. **CONFLICT OF INTEREST.** CONSULTANT (including its employees) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement and any Task Orders. In the event that CONSULTANT maintains or acquires such a conflicting interest, any contract (including this Agreement) involving CONSULTANT'S conflicting interest may be terminated by CITY in its sole and absolute discretion and without prior written notice as required by Paragraph 6 below.
5. **COMPENSATION.**
- 5.1 For services performed by CONSULTANT in accordance with this Agreement, CITY shall pay CONSULTANT on a time and expense basis, at the billing rate set forth in the Task Orders. CONSULTANT'S billing rates shall cover all costs and expenses of every kind and nature for CONSULTANT'S performance of the specific Task Orders. No work shall be performed by CONSULTANT in excess of the Not To Exceed amount as stated in the specific Task Orders without the prior written approval of CITY.
- 5.2 CONSULTANT shall submit monthly invoices to CITY describing the services performed, including times, dates, and names of persons performing the service.
- 5.3 Within thirty (30) days after CITY'S receipt of invoice, CITY shall make payment to the CONSULTANT based upon the services described on the invoice and approved by CITY, which approval shall not be unreasonably withheld.
- 5.4 In the event that CONSULTANT'S negligent acts, errors, or omissions, or willful misconduct in fact result in damages to CITY, CONSULTANT shall reimburse CITY (or in City's discretion CONSULTANT'S payment under pending invoice(s) may be offset) to the extent of the damages incurred as the result of CONSULTANT'S negligent acts, errors, or omissions, or willful misconduct.
6. **TERMINATION.** CITY may terminate this Agreement or any Task Order hereunder by giving ten (10) days written notice to CONSULTANT. Upon termination, CONSULTANT shall give CITY all original documents, including preliminary drafts and supporting documents prepared by CONSULTANT. CITY shall pay CONSULTANT for all services satisfactorily performed in accordance with this Agreement and any Task Orders, up to the date notice of termination is given.
7. **OWNERSHIP OF WORK.** All original documents prepared by CONSULTANT under this Agreement and any Task Orders hereunder are the property of CITY, and shall be given to CITY at the completion of CONSULTANT'S services, or upon demand from CITY. CITY acknowledges that CONSULTANT documents are instruments of

professional service; nevertheless, the documents prepared under this Agreement and the specific Task Orders shall become the property of the CITY upon completion of the work and payment in full of all monies due to CONSULTANT by CITY. CITY shall not reuse or make any modification to the documents without notification to the CONSULTANT. CITY agrees, to the fullest extent permitted by law, to indemnify and hold CONSULTANT harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of unauthorized reuse or modification of the documents by CITY or any person or entity that acquires or obtains the documents from or through City without the written authorization of CONSULTANT. CONSULTANT shall be allowed to retain copies of all documents prepared under this Agreement and any Task Orders hereunder. In addition, CONSULTANT shall be allowed to release information to its insurance carriers in the event of a claim or when ordered by a subpoena.

8. **ATTORNEY'S FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred as may be determined by a court of competent jurisdiction.
9. **INDEMNIFICATION.** CONSULTANT shall indemnify and hold harmless CITY (including its elected officials, officers, and employees) from and against any and all claims for damages, demands, liability, costs, and expenses including court costs and attorney's fees) to the extent that they arise out of CONSULTANT'S negligent act, error or omission(s) in the performance of services under this Agreement and its Task Orders.
10. **BUSINESS LICENSE.** Prior to the commencement of any work under this Agreement, CONSULTANT shall obtain a City of Lodi Business License.
11. **INSURANCE.**
 - 11.1 **General.** CONSULTANT shall, throughout the duration of this Agreement and any Task Orders, maintain insurance to cover CONSULTANT, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein. CONSULTANT shall be entitled to rely on all data, plans, surveys, maps, and other information provided by or on behalf of CITY in performing its services under this Agreement, and such reliance shall, in all events, be considered reasonable.
 - 11.2 **Commercial General Liability.** (with coverage at least as broad as ISO form CG 00 01 01 96) Coverage shall be maintained in an amount not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.
 - 11.3 **Automobile Liability.** (with coverage at least as broad as ISO form CA 00 01 07 97 for "any auto") Coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.
 - 11.4 **Workers' Compensation.** Coverage shall be maintained as required by the State of California.

- 11.5 **Professional Liability.** Coverage shall be maintained to cover damages that may be the result of negligent acts, errors or omissions in the rendering of professional services by the CONSULTANT in an amount not less than \$1,000,000 per claim made.
- 11.6 **Endorsements.** CONSULTANT shall obtain endorsements to the automobile and commercial general liability with the following provisions:
- 11.6.1 CITY, its elected and appointed boards, commissions, officers, agents and employees shall be named as additional insureds.
- 11.6.2 For any claims related to this Agreement, CONSULTANT'S coverage shall be primary insurance with respect to CITY. Any insurance maintained by CITY shall be excess of the CONSULTANT'S insurance and shall not contribute with it.
- 11.7 **Notice of Cancellation.** CONSULTANT shall obtain endorsements to all insurance policies by which each insurer is required to provide thirty (30) days prior written notice to CITY should the policy be canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 11.8 **Authorized Insurers.** All insurance companies providing coverage to CONSULTANT shall be insurance organizations authorized by the Insurance Commission of the State of California to transact the business of insurance in the State of California.
- 11.9 **Insurance Certificate.** CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the CITY'S Risk Manager no later than five (5) days after the execution of this Agreement.
- 11.10 **Substitute Certificates.** No later than thirty (30) days prior to the policy expiration date of any insurance policy required by this Agreement, CONSULTANT shall provide a substitute certificate of insurance.
- 11.11 **CONSULTANT'S Obligation.** Maintenance of insurance by CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving CONSULTANT of any responsibility whatsoever (including indemnity obligations under this Agreement), and CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.
- 12. ASSIGNMENT AND DELEGATION.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of CONSULTANT'S duties be delegated, without the written consent of CITY. Any attempt to assign or delegate this Agreement without the written consent of CITY shall be void and of no force and effect. Consent by CITY to one assignment shall not be deemed to be consent to any subsequent assignment.

13. NOTICES.

- 13.1 All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the respective party as follows:

To CITY

Director of Public Works
City of Lodi
221 West Pine Street
Lodi, CA 95240-1910

To CONSULTANT

Kevin Krajewski, P.E.
V & A Consulting Engineers, Inc.
1999 Harrison Street, Ste. 975
Oakland, CA 94612

- 13.2 Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) three working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

14. **MODIFICATIONS.** This Agreement or any Task Orders hereunder may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
15. **WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
16. **SEVERABILITY.** In the event any term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect.
17. **JURISDICTION AND VENUE.** The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement or any Task Orders shall be filed and heard in a court of competent jurisdiction located in the County of San Joaquin.
18. **ENTIRE AGREEMENT.** This Agreement and subsequent Task Orders comprise the entire integrated understanding between the parties concerning the services to be performed for any project. This Agreement supersedes all prior negotiations, representations, or agreements, whether oral or written.
19. **COMPLIANCE WITH THE LAW,** CONSULTANT shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement or any Task Orders hereunder.
20. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF LODI
a municipal corporation

CONSULTANT

By: Blair King
Title: City Manager
Date: _____


By: Kim L. Bell
Title: Principal, Manager Firmwide Services
Date: _____
Fed. Employer ID No.: _____

Attest:

By: Randi Johl
Title: City Clerk

Date: _____

Approved as to Form
D. Stephen Schwabauer
City Attorney

By: Janice D. Magdich 
Title: Deputy City Attorney

Date: _____



Wastewater Flow Monitoring Study Task Order

The City Of Lodi (City) requires wet and dry weather flow monitoring at six (6) locations for a period of one month for dry weather and one month for wet weather. In order to complete the by January 30, 2009, it is likely that the dry and wet weather work will occur consecutively. The flow monitoring data will be used to establish flow rates and diurnal curves, and to calibrate the City's model.

Flow metering will be conducted using Area-Velocity flow meters with electronic data recorders, and will utilize electromagnetic, ultrasonic or radar technologies. Flow meters will be calibrated to provide the most accurate data possible. V&A will calibrate the flow meters prior to installation, during meter installation, at least twice during the flow metering period, and upon meter removal.

The following deliverables will be provided to the City:

1. Written report at the conclusion of the dry weather monitoring, including:
 - a. Graphical and tabular presentation of the flow monitoring data for each location.
 - b. Brief summary of results and findings.
2. Written report at the conclusion of the wet weather monitoring, including
 - a. Graphical and tabular presentation of the **flow monitoring** data for each location.
 - b. Brief summary of results and findings.
3. Final written report summarizing the dry weather and wet weather data and including,
 - a. Introduction
 - b. Project description
 - c. Vicinity map with monitoring station locations
 - d. Methods of data collection and equipment description
 - e. Flow analysis
 - f. Results of study
 - g. Tables and graphs for each monitoring location

Additionally, CD's will be submitted which will include electronic versions of the reports submitted in WORD, and flow data shall be submitted in EXCEL.



SCOPE OF WORK

<u>Task</u>	<u>Description</u>
-------------	--------------------

- | | |
|---|--|
| - | Document Review and Site Visit: V&A will review with the City existing sanitary sewer plans to determine the appropriate flow monitoring sites. V&A will visit the proposed sites in order to verify suitability of manholes and/or alternative manholes for installation of flow meters. V&A will consult with the City in preparation of the submittal of flow monitoring sites. |
| - | Install/Calibrate/Remove Flow Meters: A V&A crew with a field truck and all necessary confined space and flow monitoring equipment will install, calibrate, and remove the flow meters. After meter installation, V&A will visit and calibrate the meters at each site. V&A shall be responsible for installation, calibration, and removal of all equipment for this project. |
| - | Report Preparation: V&A shall download and reduce all data into EXCEL spreadsheets for data analysis and report preparation. V&A will prepare a sanitary sewer flow monitoring report and I/I analysis that will include both tabular and graphical presentation of the flow data. The report will also include a narrative about the equipment used and how it was installed, calibrated, maintained and monitored. The report will include an explanation of the data analysis procedures. Three copies of the draft report and three copies of the final report shall be provided. |

V&A's Project Manager for this work is:

Kevin J. Krajewski, P.E.
V&A Consulting Engineers
1999 Harrison Street, Suite 975
Oakland, CA 94612
510.903.6600(phone)
510.903.6601(fax)
kkrajewski@vaenaineerina.com



PROJECT SCHEDULE

The following schedule has been developed for a timely execution of the services of this project:

Task	Description	Week of November 24, 2008	Week of December 1, 2008	Week of December 8, 2008	Week of December 15, 2008	Week of December 22, 2008	Week of December 29, 2008	Week of January 5, 2009	Week of January 12, 2009	Week of January 19, 2009	Week of January 26, 2009	Week of February 2, 2009	Week of February 9, 2009	Week of February 16, 2009
2	Flow Monitoring													
	Site Investigation	●												
	Installation of Equipment		●											
	Site Visits (calibration and maintenance)		●	●	●	●	●	●	●	●				
	Removal									●				
3	Deliverable													
	Draft Report							●				●		
	Final Report													●

LEGEND: Dry Weather
 Wet Weather

Milestones

- (1) Deliverable: Dry weather report submitted the week of January 5, 2009.
- (2) Deliverable: Wet weather report submitted the week of February 2, 2009.
- (3) Deliverable: Final report submitted the week of February 16, 2009.



PROPOSED COST OF STUDY

We propose to complete this work on a lump sum basis for a total cost of \$40,000. The Resource Allocation Estimate below shows the hours, budget and hourly rates. Terms are Net 30 days and this price is valid for 90 days from the date of this proposal.

RESOURCE ALLOCATION ESTIMATE

PROPOSAL NO: 08-0631

CLIENT: City of Lodi

JOB TITLE: Flow Monitoring at 6 Sites for 2 Months

28-Oct-08

Task	Description	Project Manager	Sr. Project Engineer	Project Engineer	Assistant Engineer	Engineering Assistant	Engineering Assistant	Proj. Admin./ Clerical	Total	
1	Doc. Review, Prep.	8	0	2	0	4	0	2	16	\$2,340
	Job Sat-Up	2						2	4	\$520
	Project Management	2							2	\$360
	Document Review			2					2	\$300
	Site Walk/Verification	4							4	\$760
	Meter Set-Up					4			4	\$380
2	Field Work		0	30	30	30	0	0	90	\$10,800
	Meter Installation			8		8			16	\$1,960
	Download				30				30	\$3,450
	Calibration			16		16			32	\$3,920
	Meter Removal			6		6			12	\$1,470
3	Report Preparation	12	0	24	24	0	32		96	\$11,960
	Spreadsheets/DB	4							4	\$760
	Data Input						16		16	\$1,520
	Data Analysis	4		8	8		16		36	\$4,400
	Reports	4		16	16			4	40	\$5,280
Subtotal		20	0	56	54	34	32	6	202	
Hourly		\$190.00	\$170.00	\$150.00	\$115.00	\$95.00	\$95.00	\$70.00		
Total Direct Labor		\$3,800	\$0	\$8,400	\$6,210	\$3,230	\$3,040	\$420	\$25,100	\$25,100

Other Direct Costs								Amount	\$25,100
CSE Truck & Equipment				\$120 per Day	11 Days			\$1,320	
Mileage		11 round trips		\$0.50 per Mile	170 Miles/rt			\$935	
Field Materials								\$200	
Office Expenses(Printing/Reproduction)								\$157	
Batteries				\$12 per Battery	24 Batteries			\$288	
Rain Gauges		2 Months		\$200 per Month	meters			\$0	
Flow Meters		2 Months		\$1,000 per Month	6 meters			\$12,000	
Subtotal Other Direct Costs								514,900	

GRAND TOTAL ESTIMATED COST

\$40,000



V&A CONSULTING ENGINEERS

FEE SCHEDULE

EFFECTIVE JANUARY 31,2008

<u>JOB TITLE</u>	<u>HOURLY RATES</u>
Principal-in-Charge	\$250
Senior Project Manager	\$200
Project Manager	\$190
Senior Project Engineer	\$170
Project Engineer	\$150
Associate Engineer	\$130
Assistant Engineer	\$115
CADD Designer	\$115
EngineeringAssistant	\$95
NACE Level II Technician	\$90
Technician	\$80
Project Administrator/Clerical	\$70
Forensic Engineering	\$325
Deposition/Court Appearance	\$425

RATES INCLUDE OVERHEAD AND PROFIT

OTHER DIRECT COSTS

Subcontractor/Subconsultant	Cost + 10%
Travel (Air/Hotel/Per Diem/Rent-A-Car)	At Cost
Auto/Truck Mileage	\$0.50/Mile
Field Truck Rental	\$80/Day
Confined Space Entry Truck and Safety Equipment Rental	\$120/Day
Sewer Flow Meter Rental	\$1,200/Month
Sewer Flow Meter Rental	\$300/Week
Rain Gauge Meter Rental	\$100/Month
Ultrasonic Thickness Gauge Rental	\$150/Day

RESOLUTION NO. 2008-220

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE
MASTER AGREEMENT FOR WASTEWATER FLOW
MONITORING STUDY; APPROVING TASK ORDER;
AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, the City Council adopted Resolution No. 2007-217 approving the Work Plan and Schedule for the City's Sewer System Management Plan (SSMP) at the November 7, 2007, Council Meeting. The SSMP is required by the State Water Resources Control Board to facilitate proper funding and management of sanitary sewer systems statewide. Compliance with the state's requirements is also a provision of the City's discharge permit for the White Slough Water Pollution Control Facility adopted in September 2007; and

WHEREAS, one of the elements of the SSMP is the System Capacity Assurance Plan (SCAP), which is a master planning tool that assures hydraulic capacity is provided within key wastewater system elements under dry and wet weather peak flow conditions. A computer model of the City's wastewater collection system is being assembled by engineering staff. The computer model will be used to identify deficiencies in the existing wastewater collection system and to model future wastewater system expansions to serve proposed developments within the General Plan area. Improvements to the collection system identified in the SCAP will be implemented through the capital improvement program; and

WHEREAS, one of the key steps in building a computer model is calibrating it with existing wastewater flow conditions. Under the task order, the consultant will collect wastewater flow data from six strategic locations in the City for the dry weather/wet weather wastewater flow conditions, analyze the collected data, and prepare the data in a written report; and

WHEREAS, the City received proposals for the Wastewater Monitoring Flow Study from the following consultants: ADS Environmental Service (San Diego), E2 Consulting Engineers, Inc. (Emeryville), and V & A (Oakland). The proposals were reviewed and ranked based on the consultant's understanding of the project, experience, and qualifying experience presented in the proposals. Staff unanimously selected V & A as the most qualified consultant for the study; and

WHEREAS, staff recommends that the Council authorize the City Manager to execute a Master Agreement and task order with V & A, of Oakland, California, in the amount of \$40,000 and appropriate \$46,000 from the Wastewater Capital Fund and Wastewater Impact Fees to cover the task order and the associated staff costs.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Master Agreement and task order for the Wastewater Flow Monitoring Study with V & A, of Oakland, California, in the amount of \$40,000; and

BE IT FURTHER RESOLVED that funds in the amount of \$46,000 be appropriated from the Wastewater Capital Fund and Wastewater Impact Fees for this project.

Dated: November 19, 2008

=====

I hereby certify that Resolution No. 2008-220 was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 19, 2008, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, Katzakian,
and Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



City Clerk OHL